

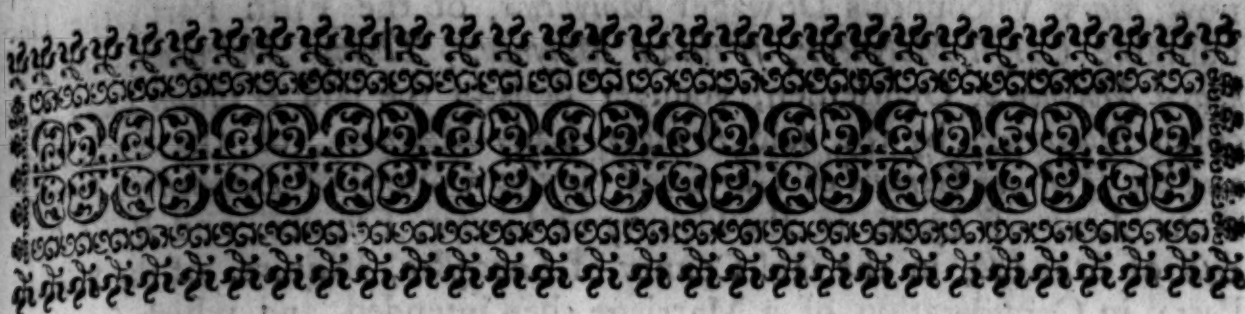
K. Great Brit. Coll.

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212. R. 6
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[I]

~~32 Geo II Private Acts, c 33.~~



A Bill. 1st reading 26. ii. 59 in Lords.
Enacted 32 Geo II Private Acts, c 13

An ACT for transferring to the Guardians
of Charles William Molyneux, an Infant,
a certain Power of Leasing, contained in
the Marriage Settlement of Richard late
Lord Viscount Molyneux, deceased, during
the Minority, and for the Benefit, of the said
Infant.



Whereas by Indenture of Seven Parts, bearing Date the Se-
venteenth Day of February One thousand Seven hundred
and Four, and made or mentioned to be made between the
Right Honourable William Lord Viscount Molyneux, of
Maryburgh, in the Kingdom of Ireland, since deceased, the
Right Honourable Bridget Lady Viscountess Molyneux his
Wife, since also deceased, and the Right Honourable
Richard late Lord Viscount Molyneux, since also deceased, by his then
Name, Stile, and Description of the Honourable Richard Molyneux Esquire,
Son and Heir apparent of the said William Lord Viscount Molyneux, of the
First Part; Thomas Winckley, Gentleman, and William Fazakerley, Gen-
tleman, of the Second Part; the most Noble Charles Duke of Richmond,
since deceased, Miles Phillipson, Esquire, and Henry Eyre, Esquire, both
since deceased, of the Third Part; the most Noble Charles Duke of Shrews-
bury, since deceased, the Right Honourable Robert Lord Viscount Dunbar,
and George Rodney Bridges of Avington, in the County of Southampton,
Esquire,

Esquire, of the Fourth Part; the Honourable *Mary Brudenell*, youngest Daughter of the Right Honourable *Francis* late Lord *Brudenell*, deceased, now *Mary* Viscountess Dowager *Molyneux*, of the Fifth Part; the Honourable *Caryll Molyneux*, *William Molyneux*, *Thomas Molyneux*, and *Edward Molyneux*, Gentlemen, younger Sons of the said *William* Lord Viscount *Molyneux*, by the said *Bridget* Lady *Molyneux*, of the Sixth Part; and Sir *William Gerard* of *Garfwood*, in the County of *Lancaster*, Baronet, *Peter Legh* of *Lyme*, in the County of *Chester*, Esquire, and *Ralph Standish* of *Standish*, in the said County of *Lancaster*, Esquire, of the Seventh Part; in Consideration of a Marriage then intended, and which soon after took Effect and was solemnized, between the said *Richard* Lord Viscount *Molyneux*, and *Mary* Viscountess *Molyneux*, his Wife, and for other Considerations in the said Indenture of Seven Parts mentioned; all those the Manors and Lordships of *Seston* and *Netherton*, *Thornton*, *Down*, *Litherland* alias *Lytherland*, *Much Crosby* alias *Great Crosby*, *Ayntree*, *Kirkdal*, *Kirkby juxta Knowsley*, *Altcar* alias *Alker*, *Eccleston juxta Croston*, *Heskyne*, *Euxton* alias *Euxton*, *Fiswick*, *Ellel* alias *Ellal*, *Toxteth*, *Croxteth*, *Symondstwood*, *Torbock*, and *Liverpoole* alias *Lytherpoole*, with their and every of their Rights, Members, and Appurtenances, in the said County of *Lancaster*, and all and singular Messuages, Cottages, Tofts, Crofts, Milns, Dovehouses, Parks, Warrens, free Warrens, Lands, Tenements, Demesnes, and Demesne Lands and Grounds, Meadows, Pastures, Feedings, Woods, Underwoods, Ways, Waters, Watercourses, Fishings, Wastes, Commons, Moors, Mosses, Marshes, Turbaries, Commons, and Common of Pasture, Fairs, Markets, Stallages, Tolls, Wrecks, Deodands, Rents, Reversions, Services, Courts Leer, Courts Baron, View of Frankpledge, Perquisites and Profits of Courts and Leets, Waifs, Estrays, Goods and Chattels of Felons and Fugitives, and of Felons of themselves, Homages, Fealties, Titles, Advowsons, Rectories, and all other Franchises, Liberties, Privileges, Jurisdictions, Commodities, Emoluments, and Hereditaments whatsoever, to the said Manors and Lordships, and to every or any of them respectively, belonging or appertaining, or then, or at any time theretofore, accepted, reputed, taken, or known to be as Part, Parcel, or Member thereof, or of any of them; and all that the Moiety of all those the Manors or Lordships of *Ince*, *Blundell*, *Northend*, *Ulves*, *Walton*, *Melling*, and *Lidiate* alias *Lydzate*, with their and every of their Rights, Members, and Appurtenances, in the said County of *Lancaster*; and all those Three Fourth Parts of the Manor of *Magbull* alias *Male*, and the Fourth Part of the Manor of *Aughton*, with their and every of their Appurtenances, in the said County of *Lancaster*; and all those the Rectories and Parsonages of *Huyton* alias *Hyton*, and *Alteker* alias *Alker*, in the said County of *Lancaster*, and all and all manner of Tyths whatsoever, as well great as small, yearly arising, growing, renewing, or increasing, within the Parishes, Towns, Hamlets, or Fields of *Huyton*, *Roby*, *Woolfal*, *Knowsley*, *Torbock*, and *Alker*, in the said County of *Lancaster*; and all that the Tythe Barn called *Knowsley Barn*, and all the Tythes thereunto belonging, or therewith usuall demised or occupied; and also the Advowsons of the Churches of *Seston* and *Walton*, near *Liverpoole* aforesaid, in the said County of *Lancaster*, with



with the Appurtenances; and also all that the Castle of *Liverpoole*, and the Rents, Fees, Perquisites, and Profits, reserved, due, or arising out of the same; and also all those the Hundred or Wapentake Courts of *West Derby* and *Salford* alias *Sawford*, in the said County of *Lancaster*, with the Fees, Perquisites, and Profits thereof, or thereunto respectively belonging or appertaining; and all and every those the Messuages, Mills, Dovehouses, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Wastes, Commons, Moors, Messuages, Turbaries, Ways, Waters, Fishings, Rents, Reversions, Services, Fairs, Markets, Tolls, Wrecks, Franchises, Liberties, and Hereditaments whatsoever, with their and every of their Appurtenances, of them the said *William* then Viscount *Molyneux*, and *Richard* since Viscount *Molineux*, and either of them, situate, lying, and being in the several Parishes, Towns, Villages, Hamlets, Precincts, or Territories, of *Sefton*, *Netherton*, *Thornton*, *Down*, *Litherland* alias *Lytherland*, *Ayntree*, *Kirkdal*, *Kirkby juxta Knowsley*, *Alker* alias *Alker*, *Eccleston* near *Croston*, *Heskyne*, *Eukeston* alias *Euxton*, *Fiswick*, *Ellel* alias *Ellal*, *Toxteth*, *Croxteth*, *Symondswood*, *Torbock*, *Ince*, *Blundell*, *Northbend*, *Ulves*, *Walton*, *Melling*, *Lidiate* alias *Lydzate*, *Magbull* alias *Male*, *Aughton*, *Huyton* alias *Hyton*, *Roby*, *Woolfal*, and *Knowsley*, aforesaid; and in *Netherton*, *Lunt*, *Hulmore*, *Little Crosby*, *Great Crosby*, *Oral*, *Ford*, *Moorhouses*, *Goorehouses*, *Charnock*, *Richard*, *Leyland*, *Farrington*, *Heapey* alias *Heapie*, *Heath*, *Charnock*, *Cuerden* alias *Cureden*, *Whittle in le Woods*, *Ribbleton*, *Brockball*, *Preston* in *Amonderness*, *Ashton* in *Makerfield*, *Walton* near *Liverpool*, *Fazakerly*, *Lynaker* alias *Lynacre*, *Liverpoole*, *Derby*, *Whiston*, *Sawford*, *Croxtton*, and *Lancaster*, and in every or any of them, in the said County of *Lancaster*, were, amongst other Manors, Lands, and Hereditaments therein mentioned, settled, limited, and assured (to take Effect after the Solemnization of the said intended Marriage), and subject to a Rent Charge of Eleven hundred Pounds charged upon Part of the said Premises, and payable to the said *Richard* late Lord Viscount *Molyneux*, during the joint Lives of him and the said *William* late Lord Viscount *Molyneux*, which is since determined, and to a Rent Charge of Eleven hundred Pounds, charged also upon Part of the same Premises, and payable to the said *Mary Brudenell*, now *Mary* Viscountess Dowager *Molyneux*, for her Life, and to a Term of Ninety-nine Years limited, of Part of the said Premises, for better securing the said several Rents Charges to the Use of the said *William* then Lord Viscount *Molyneux*, for Life; Remainder to the said *Thomas Winckley* and *William Fazakerly*, and their Heirs, during his Life, in Trust, to preserve the contingent Remainders; and after his Death, (and subject to a Rent Charge of Twelve hundred Pounds, payable to the said *Bridget* late Lady *Molyneux*, his Wife, during her Life, and charged upon Part of the Premises, and which is since also determined, and to a Term of One thousand Years, for better securing the same), to the Use of the said *Richard* late Lord Viscount *Molyneux*, for his Life, with the like Provision for preserving the contingent Remainders; and after his Death, to the Use of the First and every other Son of his Body, on the Body of the said *Mary* Lady *Molyneux* to be begotten, in Tail Male successively; Remainder to the Use of the said *Charles Duke of Shrewsbury*,
Robert

Robert Lord Viscount *Dunbar*, and *George Rodney Bridges*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, without Impeachment of Waste, in Trust, for raising the Sum of Twelve thousand Pounds, for the Portions of the Daughters of the said *Richard* Lord Viscount *Molyneux*, on the Body of the said *Mary* Lady *Molyneux* to be begotten, in case there should be Two or more such Daughters, with such Provision for their Maintenance as is therein mentioned; and after the Determination of the said Term of Five hundred Years, to the Use of the First and every other Son of the said *Richard* Lord Viscount *Molyneux*, by any other Wife successively, in Tail Male; Remainder to the Use of the said *Caryll Molyneux*, afterwards *Caryll* Lord Viscount *Molyneux*, for his Life, with the like Provision for preserving contingent Remainders; and, after his Decease, to the Use of the First and every other Son of his Body lawfully to be begotten successively in Tail Male; Remainder to the said *William Molyneux*, now Lord Viscount *Molyneux*, for his Life, without Impeachment of Waste; Remainder to the said *Thomas Winckley* and *William Fazakerley*, and their Heirs, during the Life of the said *William* Lord Viscount *Molyneux*, in Trust, to preserve the contingent Remainders; and, after his Death, to the Use of the First and every other Son of his Body lawfully to be begotten successively in Tail Male; Remainder to the said *Thomas Molyneux*, for his Life, with the like Provision for preserving contingent Remainders; and, after his Death, to the First and every other Son of his Body lawfully to be begotten successively in Tail Male; Remainder to the said *Edward Molyneux*, for his Life, with the like Provision for preserving the contingent Remainders; and, after his Death, to the First and every other Son of his Body lawfully to be begotten successively in Tail Male; Remainder to the right Heirs of the said *William* then Lord Viscount *Molyneux* for ever; in which said Indenture of Seven Parts are contained Powers for the said *Caryll* late Lord Viscount *Molyneux*, *William* now Lord Viscount *Molyneux*, *Thomas Molyneux*, and *Edward Molyneux*, when and as they respectively should come to and be in the actual Possession of the Premises, or any Part or Parts thereof, to limit or appoint any Part or Parts of the same Manors, Lands, Tenements, Hereditaments, and Premises, unto their respective Wives, for their respective Lives, for her and their respective Jointure or Jointures, subject to and under the Provisions and Restrictions therein mentioned; and also several other Clauses or Provisoos in the Words, or to the Effect, herein after mentioned and expressed; that is to say, Provided also, That it shall and may be lawful to and for the said *Richard Molyneux*, from time to time, during the Term of his natural Life, after the Decease of the said *William* Lord Viscount *Molyneux*, to make any Demise or Demises, Lease or Leases, of all and every or any of the said Messuages, Lands, Tenements, Hereditaments, and Premises, heretofore usually letten to Tenants upon old Rents, and not occupied in Demesne, to any Person or Persons whatsoever, for and during the Term of One-and-twenty Years in Possession, or for One, Two, or Three Life or Lives in Possession, or for any Number of Years determinable upon the Death of One, Two, or Three Life or Lives in Possession, or for One or Two Life or Lives, or for any Number of Years determinable upon

upon the Death of One or Two Life or Lives, by way of future Interest or Expectancy, after any Estate or Lease for One Life, or determinable upon One Life then in being, or for One Life, or any Number of Years determinable upon One Life, by way of future Interest or Expectancy, after any Estate or Lease for Two Lives, or determinable upon Two Lives then in being; so as there be not at any one time in Possession and Reversion (both Estates put together) any more than Three Lives in being, nor more than One-and-twenty Years in Possession; or if a greater Number of Years, that then the same shall be determinable upon the Death of One, Two, or Three Life or Lives at most; and so as in and upon all and every the same Leases and Demises the old and accustomed yearly Rents and Services, or more, be reserved to be yearly paid during the same Terms; and shall and may continue due and payable, during the several Continuances of every of the said several Demises and Leases, unto such Person or Persons respectively as, for the Time being, shall have the immediate Reversion or Remainder of and in the said Premises so to be demised and leased, according to the Uses and Limitations thereof herein before limited and declared, and the true Intent and Meaning of these Presents; and so as none of the said Demises or Leases, so to be made as aforesaid, be made dishonourable of Waste; any thing herein before contained to the contrary hereof in any-wise notwithstanding: Provided also, and it is hereby further declared and agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said *Caryll Molyneux, William Molyneux, Thomas Molyneux, and Edward Molyneux*, severally and successively, when and as they, and every of them, shall respectively come and be in the actual Possession of the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, or any Part or Parts thereof, by virtue of the Limitations and Uses herein before limited and declared of the same, to the Use of them respectively as aforesaid, from time to time, during the Term and Terms of their respective natural Lives, to make any Demise or Demises, Lease or Leases, of all and every or any of the said Messuages, Lands, Tenements, Hereditaments, and Premises, heretofore usually letten to Tenants upon old Rents, and not occupied in Demesne, to any Person or Persons, for and during the Term of One-and-twenty Years, or under, in Possession, or to any Person or Persons for One, Two, or Three Lives in Possession, or for any Number of Years determinable upon the Death of One, Two, or Three Life or Lives in Possession; or for One or Two Life or Lives, or for any Number of Years determinable upon the Death of One or Two Life or Lives, by way of future Interest or Expectancy, after any Estate or Lease for One Life, or determinable upon One Life then in being; or for One Life, or any Number of Years determinable upon One Life, by way of future Interest or Expectancy, after any Estate or Lease for Two Lives, or determinable upon Two Lives then in being; so as there be not at any time, in Possession and Reversion (both Estates put together) any more than Three Lives then in being, nor more than One-and-twenty Years in Possession; or if a greater Number of Years, that then the same be determinable upon One, Two, or Three Life or Lives; and so as, in and upon all and every the same Leases and

Demises, the old and accustomed yearly Rents and Services, or more, be reserved to be yearly paid during the same Premises; and shall and may continue due and payable, during the several Continuances of every of the said several Demises and Leases, unto such Person or Persons respectively as, for the Time being, shall have the immediate Reversion or Remainder of and in the said Premises so to be demised or leased according to the Uses and Limitations thereof herein before limited and declared, and the true Intent and Meaning of these Presents; and so as the said Demises or Leases, so to be made as aforesaid, be not made dispunishable of Waste; any thing herein before contained to the contrary hereof in any-wise notwithstanding: Provided also, That if any such Person or Persons, to whom the said Manors or Premises shall belong or appertain by virtue of the Limitations and Estates thereof herein before limited and declared, shall happen to be an Infant or Infants under the Age of Twenty-one Years at the time of his or their respective coming to be in the actual Possession of the same, that then, and in such Case, it shall and may be lawful to and for the said Sir *William Gerard*, *Peter Legh*, and *Ralph Standish*, and the Survivors or Survivor of them, and the Heirs and Assigns of such Survivor, by any Deed or Deeds, Writing or Writings, indented, under their Hands and Seals, executed in the Presence of Two or more credible Witnesses, during the Nonage of such Infant or Infants respectively, to make and grant any such Lease or Leases, Demise or Demises, as are herein before-mentioned, to any Person or Persons whatsoever, of such Part or Parts of the said herein before granted Messuages, Lands, Tenements, Hereditaments, and Premises, as have been heretofore usually letten in Leases, reserving thereon the usual and accustomed Rents and Services; and rendering an Account thereof, and of all and singular Sum and Sums of Money raised and received for or by reason of any such Lease or Leases, Demise or Demises, and the Power hereby reserved, and paying and disposing of the same to the Use of such Infant or Infants respectively, at his or their respective Ages of One-and-twenty Years, or to the Executors or Administrators of such Infant or Infants respectively, in case they shall happen to die before such Age; and that they the said Sir *William Gerard*, *Peter Legh*, and *Ralph Standish*, their Heirs and Assigns respectively, shall and may deduct and retain to themselves all such reasonable Costs and Charges as they, or any of them, shall sustain or be put unto for or by reason of the Trusts aforesaid, or the Powers thereby reserved:

And whereas the said *William* late Lord Viscount *Molyneux* made his last Will and Testament in Writing, and by a Codicil thereto, bearing Date the Fifteenth Day of *September* One thousand Seven hundred and Sixteen, did give and devise the Reversion, or Remainder in Fee-simple, so limited to or vested in him by the said recited Settlement, of and in all and every the Manors, Lands, and Hereditaments, therein comprised, unto, and to the Use of, the Right Honourable *John* Lord *Carteret*, now Earl of *Granville*, *Jonathan Case*, Esquire, *Robert Gibson*, and *Isaac Green*, Gentlemen, upon Trust, for such Person and Persons as should be Heir Male of his Body, and the Heirs Male of their Bodies; and, in Default of such Issue, in Trust, for all and every his Daughter and Daughters that should be living, or in
Ventre

Ventre sa Mere, at the Time of his Death; and all and every the Daughter and Daughters of his said Sons, or any of them; and also in Trust for all and every the Children of such his said Daughter or Daughters who should be dead at the Time of his Death, and to all and every their Heirs and Assigns, in the Proportions following; that is to say, That every one of his said Daughters, who should be alive at the Time of his Death, should have a full equal Share of the Premises, to her and her Heirs; and that all the Daughters of the said *Richard* late Lord *Molyneux*, who should be alive, or in *Ventre sa Mere* at the Time of the said Testator's Death, should have to them and their Heirs, equally to be divided amongst them, One Share of the said Premises equally with any other of his said Daughters who should be alive at his Death, as aforesaid; and, in like manner, that the Daughters of his younger Sons, *Caryll Molyneux*, *William Molyneux*, *Thomas Molyneux*, and *Edward Molyneux*, that should be living, or in *Ventre sa Mere*, at the Time of the Testator's Death, and their Heirs, should have Shares of the said Premises equal with any one of the Daughters, as aforesaid; and if any one of the said Daughters should die in his Life-time, and should leave Issue, and that such Issue should be living at the Time of the Testator's Death, then, and in such Case, every such Person, who should be Heir or Heirs at Law to such his said Daughter or Daughters so dying, should have to him, her, or them, and his, her, or their Heirs, such Share and Proportion of the Premises, as such his said Daughter, so dying, would have had if she or they had been living at the Time of the Testator's Death:

And whereas the said *William* Lord *Molyneux* died in the Year of our Lord One thousand Seven hundred and Seventeen, leaving Issue the said *Richard* late Lord *Molyneux*, his eldest Son, and the said *Caryll Molyneux*, *William Molyneux*, *Thomas Molyneux*, and *Edward Molyneux*, his Four younger Sons, and Five Daughters, to wit, the Honourable *Mary Molyneux*, *Frances Molyneux*, *Elizabeth Molyneux*, *Ann Molyneux*, and *Bridget Molyneux*:

And whereas the said *Mary Molyneux*, *Frances Molyneux*, *Ann Molyneux*, and *Bridget Molyneux*, Four of the Daughters of the said *William* late Lord Viscount *Molyneux*, are all dead without Issue, and the said *Elizabeth Molyneux* is living, and unmarried, and the said *Edward Molyneux* died long since without Issue:

And whereas the said *Richard* late Lord Viscount *Molyneux* died in the Year One thousand Seven hundred and Thirty-eight, without Issue Male, but leaving Issue Two Daughters, namely, the Honourable *Mary Clifton*, Wife of *Thomas Clifton*, Esquire, and the Honourable *Dorothy Caryll*, Wife of *John Caryll*, Esquire; and the said *Mary Clifton* and *Dorothy Caryll* did, after the Death of the said *Richard* Lord *Molyneux*, their Father, become intitled to the Sum of Six thousand Pounds apiece for their Portions, secured and provided for them by and under the Trusts of the said Term of Five hundred Years, limited by the said Marriage Settlement; and the Sum of Six thousand Pounds, the Portion of the said *Mary Clifton*, is still due and unsatisfied; and the same, together with the Sum of Fourteen hundred and Sixty Pounds, for Interest thereof, incurred in the Life-time of the
Right

Right Honourable *Caryll* late Lord Viscount *Molyneux*, doth remain a Charge upon the several Premises comprised in the said Term; and the principal Sum of One thousand Pounds, Part of the Portion of the said *Dorothy Caryll*, is likewise due and owing, and charged upon the same Premises:

And whereas the said *Thomas Clifton* and *Mary* his Wife are both dead and have left Issue between them *Thomas Clifton*, Esquire, their only Son who hath attained his Age of Twenty-one Years; and the said *John Caryll* and *Dorothy Caryll* are both living, but have no Issue:

And whereas the said *Caryll Molyneux*, One of the Sons of the said *William Lord Molyneux*, and who, upon the Death of the said *Richard Lord Viscount Molyneux*, his elder Brother, without Issue Male, succeeded to the Estate, Honour, and Dignity, of Lord Viscount *Molyneux*, died in the Year One thousand Seven hundred and Forty-five, without leaving any Issue; and thereupon the said *William Molyneux*, now *William Lord Viscount Molyneux*, did, under the Limitations of the said Settlement, become intitled to the Estate and Premises therein comprised:

And whereas the said *William Lord Viscount Molyneux* being advanced in Years, and having no Intention to marry, and being willing and desirous that the said *Thomas Molyneux*, his then only surviving Brother, should enter into, and have the immediate Possession and Enjoyment of, the Family Estate, and should marry and raise Issue to take and enjoy the same, and to support and continue the said Title and Family, a Treaty was set on foot for a Marriage between the said *Thomas Molyneux* and *Maria Errington*, Widow; and, in order to promote and facilitate the said Marriage, the said *William* now Lord *Molyneux* agreed to quit, surrender, or give up, all his Interest in the said Family Estate, subject to a Provision for securing the Payment to himself of an Annuity, or yearly Sum of Two hundred Pounds, for his Life, with an additional Annuity of Three hundred Pounds a Year, if he survived the said Dowager Viscountess *Molyneux*, and Annuities of One hundred and Twenty Pounds and Eighty Pounds apiece to his Sisters *Ann* and *Elizabeth*, during their Lives, respectively:

And whereas, in pursuance of the said Agreement, Part of the Premises comprised in the said Settlement, and then let at the improved or rack Rents, were, by Indenture, bearing Date on or about the Thirty-first Day of *March* One thousand Seven hundred and Forty-six, demised by the said *William Lord Molyneux* to *Richard Clayton* and *Basil Thomas Eccleston*, Esquires, their Executors, Administrators, and Assigns, for One or more Term or Terms of Eighty Years, determinable with the Life of the said *William* now Lord *Molyneux*, upon Trust, to raise and pay the said several Annuities, and to pay the Overplus of the Rents and Profits of the Premises, during his Life, unto the said *Thomas Molyneux*, and his Issue Male; and if he should die leaving no Issue Male, or such Issue Male should fail in the Life-time of the said *William* now Lord *Molyneux*, then to pay such Overplus, or permit the same to be received by, the said *William* now Lord *Molyneux*:

And whereas by Indenture Tripartite, bearing Date on or about the Third Day of *April* One thousand Seven hundred and Forty-six, and made, or mentioned to be made, between the said *William* now Lord *Molyneux*,
of

of the First Part, *Richard Standish* of *Barnard's Inn*, *London*, Gentleman, of the Second Part, and the said *Thomas Molyneux*, of the Third Part; after reciting, or taking Notice of, the said Marriage Settlement, of the Seventeenth Day of *February* One thousand Seven hundred and Four, and the Limitations whereby the said Family Estate were limited in Use unto the said *Thomas Winckley* and *William Fazakerley*, and their Heirs, during the Life of the said *William* now Lord *Molyneux*, in Trust, to preserve the contingent Remainders to his First and every other Son, as aforesaid, and of the Powers therein contained, for the said *Caryll* late Lord Viscount *Molyneux*, *William* now Lord Viscount *Molyneux*, *Thomas Molyneux*, and *Edward Molyneux*, to make Leases for Lives or Years, determinable on Deaths as aforesaid, and of the Deaths of the said *Richard* late Lord Viscount *Molyneux*, *Caryll* late Lord *Molyneux*, and *Edward Molyneux*, without Issue Male; and thereby reciting, That the said *William Fazakerley* survived the said *Thomas Winckley*, and was since dead; and that the Estate limited to the said *Thomas Winckley* and *William Fazakerley*, for supporting the contingent Limitations to the First and other Sons of the said *William* now Lord *Molyneux*, became vested in *Nicholas Fazakerley*, of *Lincoln's Inn*, in the County of *Middlesex*, Esquire, as Son and Heir of the said *William Fazakerley*; and that by Indenture Tripartite, bearing Date the First Day of *April* One thousand Seven hundred and Forty-six, and made, or mentioned to be made, between the said *Nicholas Fazakerley*, of the First Part, the said *William* now Lord *Molyneux*, of the Second Part, and the said *Richard Standish*, of the Third Part, he the said *Nicholas Fazakerley*, at the Request, and by the Direction, of the said *William* now Lord *Molyneux*, did grant, bargain, sell, and assign, the said Estate in Remainder of and in the said Manors and Premises limited in and by the said recited Indenture, or Marriage Settlement, unto the said *Thomas Winckley* and *William Fazakerley*, and their Heirs, during the Life of the said *William* now Lord *Molyneux*, for supporting the contingent Remainders to his First and other Sons, and all the Right, Title, and Interest, of him the said *Nicholas Fazakerley* in the said Remainder, for and during the Life of the said Lord *Molyneux*, by virtue of that Limitation only, and no other Right, Estate, or Interest, of or in the Premises whatsoever; unto the said *Richard Standish*, his Heirs and Assigns, upon the Trusts in the said Release mentioned; and reciting, That the said *William* now Lord *Molyneux* was minded to surrender his Estate for Life in the said Manors and Premises unto the said *Thomas Molyneux*, his Brother, and had prevailed with the said *Richard Standish* to surrender the Estate so vested in him, for the Life of the said *William* now Lord *Molyneux*, as aforesaid, in order that such Estates might be merged and extinguished; and that the said *Thomas Molyneux* might be immediately in Possession of the Estate for Life, limited to him by the said Indenture of Releafe, and of the Powers of making a Jointure and Leasing, annexed thereto as aforesaid, which might the better enable the said *Thomas Molyneux* to marry, and preserve the Title and Family from being extinct; It is Witnessed, That upon the Conditions, and for the Purposes aforesaid, and in order to extinguish as well the Estate for Life, limited to the said *William* now Lord *Molyneux*, as aforesaid, as also the Estate so

vested in the said *Richard Standish*, during the Life of the said *William* now Lord *Molyneux*, for supporting the contingent Limitations to his First and other Sons, and for other Considerations therein mentioned, he the said *William* Lord *Molyneux*, and also the said *Richard Standish*, by his Direction, did remise, release, surrender, and give up, unto the said *Thomas Molyneux*, as well the Estate limited in and by the said recited Indenture of Release unto the said *William* Lord *Molyneux*, for his Life; as also the Estate vested in the said *Richard Standish*, as aforesaid, during the Life of the said *William* now Lord *Molyneux*, for supporting the said contingent Remainders; all the Right, Title, and Interest, of them the said *William* now Lord *Molyneux* and *Richard Standish*, respectively, in, of, and unto, all and singular the aforesaid Manors, Messuages, Tenements, Lands, Advowsons, Tythes, Rents, Hereditaments, and Premises, limited and settled by the said Indenture of Release; and also the Powers given to the said *William* now Lord *Molyneux* in and by the same Indenture, of limiting a Jointure or Jointures for his Wife or Wives, and of making Leases, and all other Powers, Estate, Right, Title, and Interest, of him the said *William* now Lord *Molyneux*, of and in the same Manors, Demesne Lands, Messuages, Cottages, Mills, Lands, Tenements, Rents, Tythes, Advowsons, Hereditaments, and Premises; subject nevertheless to the said Demise so made to the said *Richard Clayton* and *Basil Thomas Eccleston*, as aforesaid; and also subject in Part to the Annuity, or yearly Rent Charge of Eleven hundred Pounds, limited to *Mary Viscountess Dowager Molyneux*, for her Life, for her Jointure, and to the Sum of Twelve thousand Pounds charged for the Portions for the Daughters of the said *Richard* Lord *Molyneux*:

And whereas soon after the executing the said last-recited Indenture, the said *Thomas Molyneux* entered into and upon the Estate and Premises, comprised in the said first recited Settlement, and afterwards intermarried with the said *Maria Molyneux*, now his Widow:

And whereas the said *Thomas Molyneux* died in the Year One thousand Seven hundred and Fifty-six, and, upon his Death, the said *Maria Molyneux*, his Widow and Relict, entered into, and is now in Possession of, several Farms, Lands, and Tenements, Parcel of the said Manors, Lands, and Hereditaments, herein before mentioned to be comprised in the said first mentioned Settlement, claiming the same as her Jointure, under some Limitation or Appointment made thereof to her by the said *Thomas Molyneux*, in his Life-time; and she the said *Maria Molyneux* is now in Possession thereof, the same being of the annual Value of Five hundred and Sixty-one Pounds, or thereabouts; and as to all other the said Manors, Lands, and Hereditaments, comprised in the said first mentioned Settlement, the Freehold and Inheritance thereof came to and vested in *Charles William Molyneux*, his only Son, an Infant, of the Age of Nine Years or thereabouts, who is now in the actual Possession thereof:

And whereas the said *Thomas Molyneux* made his last Will and Testament in Writing, bearing Date the Fourteenth Day of *June* One thousand Seven hundred and Fifty-one, and thereby constituted and appointed the said *Maria Molyneux*, the most Noble *Charles Noel*, Duke of *Beaufort*, since deceased, and *William Prujean*, of *Gray's Inn*, in the County of *Middlesex*, Gentleman,

Gentleman, and the Survivors and Survivor of them, to be Guardians of the Person and Estate of his said Son *Charles Molyneux*, until his Age of Twenty-one Years, if the said Duke of *Beaufort* should so long live; but if the said Duke should die before the said *Charles Molyneux* should attain his Age of Twenty-one Years, then he appointed the said *Maria Molyneux* and *William Prujean*, and the Survivor of them, if only One of them should be then living, and the Right Honourable *George Henry*, Earl of *Litchfield*, and the Survivors and Survivor of them, or the said Earl of *Litchfield* alone, if the said *Maria Molyneux* and *William Prujean* should be both then dead, to be Guardians and Guardian respectively, of the Person and Estate of the said *Charles Molyneux*, until his Age of Twenty-one Years, if the said Earl of *Litchfield* should so long live; but if he and the said Duke of *Beaufort* should both happen die, before the said *Charles Molyneux* should attain his Age of Twenty-one, then he appointed the said *Maria Molyneux* and *William Prujean*, and the Survivor of them, if only One of them should be then living, and *Henry Courtney*, of *South Audley Street*, in the Parish of *Saint George Hanover Square*, in the County of *Middlesex*, Esquire, or the said *Henry Courtney* alone, if the said *Maria Molyneux* and *William Prujean* should be both dead, to be Guardian and Guardians respectively, of the Person and Estate of the said *Charles Molyneux*, until his Age of Twenty-one Years, if the said *Henry Courtney* should so long live; but if the said *Henry Courtney*, the said Earl of *Litchfield*, and Duke of *Beaufort*, should all die before the said *Charles Molyneux* should attain his Age of Twenty-one Years, then he appointed the said *Maria Molyneux* and *William Prujean*, and the Survivor of them, if only One of them should be then living, and *Peter Legh* of *Lime*, in the County of *Chester*, Esquire, and the Survivors and Survivor of them, or the said *Peter Legh* alone, in case the said *Maria Molyneux* and *William Prujean* should be both then dead, to be Guardian and Guardians respectively, of the Person and Estate of the said *Charles Molyneux*, until his Age of Twenty-one Years; and he made the said *Maria Molyneux*, his Wife, the sole Executrix of his said Will.

And whereas the said *Ralph Standish* survived the said Sir *William Gerard* and *Peter Legh*, and is since dead, leaving *Cecily Townly*, Widow, his Daughter, only Child, and Issue:

And whereas Estate of the said *Charles William Molyneux*, comprised in the first-mentioned Settlement, consists partly of Farms and Lands let at several yearly improved Rents, which, exclusive of the Jointure Estate of the said *Maria Molyneux*, amount to One thousand Seven hundred and Fifty-four Pounds and Fourteen Shillings *per Annum*, or thereabouts, and is called or known by the Name of *The Rack Rent Estate*, and partly of Lands and Tenements, called or known by the Name of *The Lease Estate*, which have been usually demised, and are now in Lease for Lives or Years, determinable on Deaths, under certain small conventional Rents, amounting together to Seven hundred and Sixty-eight Pounds *per Annum*, or thereabouts; and certain Sums of Money, by way of Fine or Consideration for the making and granting such Leases, have constantly been paid to, and received by, the Lessors, and of which Fines the Income and Revenue of the Owners of the said Estate doth principally and chiefly consist:

And

And whereas an Act of Parliament was made and passed in the Twenty-ninth Year of the Reign of his present Majesty, for inclosing divers Parcels of waste Grounds or Commons lying and being within the said Manor of *Ellell*, Part of the Premises comprised in the said first recited Settlement, and for setting out, assigning, and allotting, the same unto and amongst the Owners of, and Persons interested in, the several Messuages, Tenements, and Inlands, in *Ellell* aforesaid; and it was thereby enacted and provided, that the several Persons, to whom the same Commons and waste Grounds should be assigned and allotted, should stand and be seised and possessed thereof respectively, to and for such and the same Uses and Estates, and with such and the same Powers and Authorities for making Leases, and subject to the same Wills, Limitations, Conditions, Settlements, Provisoos, Remainders, Reversions, Debts, Charges, and Incumbrances, as the several Messuages, Lands, and Grounds, in respect whereof such Allotments were made to them respectively, were and stood severally limited and liable to; so as the Rents to be reserved in and by any Lease or Leases to be made, by the said *Thomas Molyneux*, of any of the Lands and Grounds to be allotted to him in pursuance of the said Act, should not be less than after the Rate of Three Pence for every Statute Acre in and by such Lease and Leases respectively to be granted:

And whereas, in pursuance of the said Act, Part of the said Lands and Grounds have been fenced in and inclosed, and the Expence attending the inclosing that Part allotted to the said *Thomas Molyneux* will be very considerable:

And whereas the said *Maria Molyneux*, *George Henry* Earl of *Litchfield*, and *William Prujean*, Guardians of the said *Charles William Molyneux* the Infant, finding that the Rent Charge of Eleven hundred Pounds *per Annum*, which was payable to the said *Mary Viscountess Dowager Molyneux*, for her Life, for her Jointure, the said several Annuities, and the Interest of so much of the said Principal Sum of Twelve thousand Pounds as is still undischarged, did, with the Taxes and Repairs, and other ordinary Outgoings, exhaust not only the Rents of the Rack Rent Estate, but also of the Lease Estate, did therefore determine to have recourse to the said *Cecily Townley* to execute the Power given by the said Settlement of making Leases for Lives, or for Years determinable on the dropping of Lives, during the Infancy of the said *Charles William Molineux*, of so much of the said Estate, called the Lease Estate, as could be conveniently leased out under the Terms and Restrictions expressed in the said Power, in order, by the Fines and other Considerations to be paid for renewing and granting such Leases, to raise Money to defray as well the Expence of the said Infant's Maintenance, as such other Charges and Expences as were incident to the said Estate; but a Report having, from various Circumstances, prevailed among most Persons in the said County of *Lancaster*, that the said *Ralph Standish* was in his Life-time attainted of High Treason, a Doubt hath arisen, whether the said *Cecily Townley* is capable of executing the said Power of leasing; which Doubt would frustrate the Intent of the said Settlement of One thousand Seven hundred and Four, and render precarious, if not impracticable, the granting of Leases during the Nonage of the said *Charles William Molyneux*, on which his Maintenance and Support doth in a great measure depend:

And

And whereas the said *Cecily Townley*, being apprehensive of the Trouble and Difficulty which may attend her making or joining in such Leases as aforesaid, hath, upon Application made to her by the said Guardians, absolutely refused to act under the said Power:

And whereas, so long as the said Doubts and Difficulties remain and subsist, no Person will contract for the Grant or Renewal of any Lease of any Part of the Premises called the Lease Estate; and as several of the Houses and Buildings standing on the same Estate are greatly out of Repair, and in a ruinous Condition, and require to be forthwith rebuilt, repaired, or improved, the Tenants of the said Lease Estate will not be induced to be at the Expence of rebuilding, repairing, and improving, the same Premises, unless they can obtain and acquire, by renewing the same, as large and durable an Interest therein as the other Owners of the Premises under the Powers contained in the said Settlement were thereby enabled to grant; so that Part of the same Estate will probably soon become untenanted, and the yearly Income thereof be greatly reduced, and great Detriment will thereby accrue to the Family; and as, from these Considerations, it is apparent, that it would not only be greatly for the Benefit and Advantage of all Persons claiming under the said Settlement, but also indispensably necessary for the Preservation of the said Estate, and the Support of the said *Charles William Molyneux* the Infant, that the said Power of leasing during Infancy, contained in the said first-recited Settlement, should be established and continued, so as to take effect and be executed during the Minority of the said *Charles William Molyneux*, pursuant to and according to the Tenor, Purport, and true Intent and Meaning, of the said Settlement; **But** as the said Power cannot be effectually exercised and put in Execution unless the said Doubts and Difficulties be obviated and removed by the Aid and Authority of Parliament:

May it therefore please your MAJESTY,

(At the humble Petition and Request of the said *Maria Molyneux*, *George Henry Earl of Litchfield* and *William Prujean*, the Testamentary Guardians of the said *Charles William Molyneux* the Infant) That it may be **Enacted**; **And be it Enacted**, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Power and Authority in and by the said first-recited Settlement given to, and vested in, the said Sir *William Gerard*, *Peter Legh*, and *Ralph Standish*, and the Survivors or Survivor of them, and the Heirs and Assigns of such Survivor, to make and grant any Lease or Leases for Life or Lives, or Years determinable on Deaths, or for Years absolute, of the Lands, Tenements, and Hereditaments, comprised in the said first-recited Settlement, during the Nonage, Infancy, or Minority, of any Person to whom the said Manors and Premises should belong or appertain by virtue of the Limitations contained in the said Settlement as aforesaid, shall, from and after the

be transferred to, and vested in, and the same is hereby from thenceforth transferred to, and vested in,

and such
other

other Person and Persons as shall be lawful Guardians or Guardian of the said *Charles William Molyneux* for the Time being ; and that it shall and may be lawful to and for the said

or the Survivors or Survivor of them, or such Person or Persons as shall be Guardian or Guardians of the said *Charles William Molyneux* the Infant for the Time being, at any time or times during his Minority, and before he shall attain the Age of Twenty-one Years, to make, grant, and execute, such Lease or Leases, Demise or Demises, of all and every or any of the said Manors, Messuages, Farms, Lands, Tenements, and Premises, comprised in the said first-recited Settlement, which now are, or at any time during such his Minority shall be long to or be, the Estate and Inheritance in Possession of the said Infant in as full, ample, and beneficial manner, to all Intents and Purposes, as they the said Sir *William Gerard*, *Peter Legh*, and *Ralph Standish*, could or might make, grant, or execute, in case they were all living, and as if it were now clear and certain that the said *Ralph Standish* had not been attainted ; and that all and every such Lease and Leases, as shall be so made and granted in pursuance of this Act, shall be as good, valid, and effectual in the Law, to all Intents and Purposes, as if the same had at any time been made, granted, and executed, by the said Sir *William Gerard*, *Peter Legh*, and *Ralph Standish*, or any of them.

And whereas, by Means of the said intended Inclosure, a considerable Improvement may be made of the Estate of the said *Charles William Molyneux*, the Infant, lying within the said Manor of *Ellel*, and it would be convenient and advantageous for him, and all the Persons claiming under the said First recited Settlement, that the Lands and Grounds so allotted to and for the said *Thomas Molyneux*, upon the said Inclosure, should be subject to and under such and the same Method and Course of Leasing, as the rest of the Farms and Tenements of the said *Charles William Molyneux* the Infant, within the said Manor of *Ellel*, are now subject to ; **It is therefore hereby further Enacted**, by the Authority aforesaid, That it shall and may be lawful to and for the said

or the Survivors or Survivor of them, or such Person or Persons as shall be Guardians or Guardian of the said *Charles William Molyneux*, for the Time being, at any time or times during such his Minority as aforesaid, to make, grant, and execute such and the same Lease or Leases, Demise or Demises, of all and every the Lands and Grounds lying and being within the Manor of *Ellel* aforesaid which were allotted to and for the said *Thomas Molyneux*, upon the said Inclosure, in pursuance of the said last mentioned Act of Parliament, as the said Guardians or Guardian respectively are hereby authorized and empowered to make, grant, and execute, of any other Farms, Lands, or Tenements, situate, lying, and being, within the said Manor of *Ellel*, so as the Rents to be reserved in and by the said Leases, to be made of any of the Lands in the Manor of *Ellel*, so allotted to the said *Thomas Molyneux*, on the said Inclosure, shall not be less than after the Rate of Three Pence for every Statute Acre, in and by such Lease and Leases respectively to be granted.

And it is hereby further Enacted and Declared, That all and every Fine and Fines, Sum and Sums of Money, which shall be paid or contracted

contracted to be paid upon or in Consideration of the making, renewing, or granting any Leases or Demises, to be made and granted by virtue and pursuance of this present Act, shall be paid unto and be received by the said

or the Survivors or Survivor of them, or to such other Person or Persons as, for the Time being, shall be Guardians or Guardian of the said *Charles William Molyneux*, the Infant, respectively, in Trust for the said Infant, and shall be accounted for, paid, applied, and disposed of, to and for such and the same Uses, Intents, and Purposes, and in such and the same Manner, as in and by the Power of Leasing, inserted and contained in the aforesaid Marriage Settlement, and herein last before set forth and recited, is in that behalf provided, directed, mentioned, and declared.

And it is hereby further Enacted and Declared, That the Receipt or Receipts which shall, from time to time, be given by the Person or Persons hereby authorized and impowered to make and grant such Lease or Leases, for the Time being, shall be a sufficient Discharge to all and every the Person and Persons to whom any Leases or Demises shall be made or granted, for so much Money as shall be actually, and *bona fide*, paid for the same; and after such Receipt or Receipts given, such Person and Persons shall be, and are hereby, absolutely acquitted and discharged of and from the same; and they, or any of them, shall not be answerable or accountable for any Loss, Misapplication, or Non-application, of such Money, or any Part thereof.

And it is hereby Enacted and Declared, That the said or such other Person and Persons as shall be Guardian or Guardians of the said Infant, for the Time being, respectively, shall not, nor shall any of them, or the Heirs, Executors, or Administrators, of any of them, be answerable or accountable for any Money to be received by virtue of, or under, the Powers, Authorities, Trusts, or Directions, by this Act given, granted, or declared, any otherwise than each Person for such Sum and Sums of Money as he, she, or they, shall respectively actually receive; and that no One of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; and also, that they the said

and such other Person and Persons as shall be Guardian or Guardians of the said Infant, for the Time being, and his, her, and their respective Executors, and Administrators, shall and may, by and out of the Fines and Sums of Money to be received on making, granting, and renewing, such Leases and Grants as aforementioned, retain, to reimburse themselves all such Costs, Charges, Damages, and Expences, as he, she, or they, shall or may sustain, or be put unto, in and about the Execution or Defence of the Powers or Trusts hereby given to, or reposed in, him, her, or them, respectively.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Charles William Molyneux*, the Infant, and the Heirs Male of his Body, and all and every other Person and Persons, their respective Heirs, Executors, and Administrators, having

having or claiming, or who shall or may, at any Time or Times hereafter have or claim any Estate, Use, Trust, Right, Title, or Interest, in, to, or out of, all or any the Lands, Tenements, and Hereditaments, whereof any Leases or Demises shall be made, in pursuance or under the Authority of this Act, under or by virtue of the Limitations in the said recited Settlement contained, subsequent to the Estate Tail thereby limited to the said *Charles William Molyneux* the Infant); All such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, or out of, the Messuages, Lands, Tenements, Hereditaments, and Premises, hereby made subject to the Powers given, granted, and provided, by this Act, as they, every or any of them, had before the passing this Act, or could or might have had and enjoyed in case this Act had not been made.



An ACT for Transferring to the Guardians of Charles William Molyneux, an Infant, a certain Power of Leasing, contained in the Marriage Settlement of Richard late Lord Viscount Molyneux, deceased, during the Minority, and for the Benefit, of the said Infant.

